

UNITED STATES DISTRICT COURT

FOR THE

DISTRICT OF RHODE ISLAND

Sonya Robinson-Gibbs on behalf of herself
and those similarly situated,

Plaintiffs,

v.

Case No. 1:13-cv-00182-M-PAS

RBS Citizens, N.A., d/b/a CCO Mortgage,
Charter One, and Citizens Bank,

Defendant.

DECLARATION OF TIMOTHY C. SELANDER

TIMOTHY C. SELANDER, states on personal knowledge and under penalty of perjury:

1. I am an associate at the law firm of Nichols Kaster, PLLP and am one of the attorneys representing Plaintiffs in the above-captioned action.
2. I am an attorney in good standing with the State Bar of Minnesota and am admitted to practice *pro hac vice* in this matter.
3. On July 15, 2013, the parties participated in an informal mediation. After extensive negotiations, the parties agreed to this Settlement.
4. Prior to the mediation session, Plaintiff's Counsel spent significant time and resources reviewing and analyzing payroll data and related information. Using this information, Plaintiff's Counsel created a damages model detailing RBS's potential exposure.
5. I have represented employees in class and collective action lawsuits for more than seven years. Over that time, I have represented loan officers in lawsuits to recover overtime pay

in at least 19 cases. Based on that experience, as well as my experience in other class and collective litigation and settlements, I am convinced that this settlement is fair and reasonable.

6. Nichols Kaster's firm resume is attached hereto as Exhibit B. As detailed therein, the firm has been appointed class counsel or served as counsel for a FLSA collective in hundreds of class and collective actions throughout its years of practice. Recent cases include: *Williams v. U.S. Bank Nat. Ass'n*, CIV. S-12-1907 LKK, 2013 WL 3119055 (E.D. Cal. June 20, 2013); *Long v. CPI Security Systems, Inc.*, No. 3:12-cv-00396, 2013 WL 2154801 (W.D.N.C. May 17, 2013); *Latham v. Branch Banking & Trust Company*, No. 1:12-cv-00007 (M.D.N.C. Nov. 13, 2012); *Ruffin v. Entertainment of the Eastern Panhandle, Inc.*, No. 3:11-cv-00019, 2012 WL 5472165 (N.D. W.Va. Nov. 9, 2012); *Spar, et al. v. Cedar Towing & Auction, Inc.*, Case No. 27-CV-11-24993 (Minn. Dist. Ct., Oct. 16, 2012); *Heibel v. U.S. Bank, N.A.*, No. 11-00593, 2012 WL 4463771 (S.D. Ohio, Sept. 27, 2012); *Ginter v. RBS Citizens, N.A.*, No. 12-00008-M-DLM (D.R.I., Sept. 17, 2012); *Kiessel v. The Corvus Group, et al.*, No. 12-390 PAG (N.D. Ohio, July 6, 2012); *Myles v. Prosperity Mortgage Co.*, No. Civ. CCB-11-1234, 2012 WL 1963390 (D. Md., May 31, 2012); *Calderon v. Geico Gen. Ins. Co.*, 279 F.R.D. 337 (D. Md., Feb. 14, 2012); *Baker v. Clear Wireless, LLC*, No. 11-401 (N.D. Fla. Jan. 20, 2012); *Swigart v. Fifth Third Bank*, 276 F.R.D. 210 (S.D. Ohio, Aug. 31, 2011) (granting conditional certification) and 288 F.R.D. 177 (S.D. Ohio 2012) (granting Rule 23 class certification); *Sliger v. Prospect Mortgage, LLC*, No. 11-465-LKK, 2011 WL 3747947 (E.D. Cal. Aug. 24, 2011); *Hughes v. Verizon Communications, Inc.*, No. 11-430-LMB (E.D. Va. July 25, 2011); *Shultz v. Hyatt Vacation Marktg. Corp.*, No. 10-4568-LHK (N.D. Cal. May 9, 2011); *McCray v. Cellco Partnership d/b/a Verizon Wireless*, No. 10-02821 SCJ, 2011 WL 2893061 (N.D. Ga. April 8, 2011); *Hofstetter, et al. v. Chase Home Finance, LLC, et al.*, No. 10-1313-WHA, 2011 WL

1225900 (N.D. Cal. Mar. 31, 2011); *Gee v. Suntrust Mortgage, Inc.*, No. 10-01509, 2011 WL 722111 (N.D. Cal. Feb. 18, 2011); *Lindberg v. UHS of Lakeside*, 761 F. Supp. 2d 752 (W.D. Tenn. Jan. 21, 2011); *Edwards v. Multiband Corp.*, No. 10-02826 MJD-JJK, 2011 WL 117232 (D. Minn. Jan. 13, 2011); *Bollinger v. Residential Capital, LLC*, 761 F. Supp. 2d 1114 (W.D. Wash. Jan. 5, 2011); *Karl v. Drink Uptown, LLC*, No. 27-CV-10-1926 (Minn. Dist. Ct. Nov. 17, 2010); *Norris-Wilson v. Delta-T Group, Inc.*, No.09-916, 2010 WL 3834886 (S.D. Cal. Sept. 30, 2010); *Lyons v. Ameriprise Financial, Inc.*, 2010 WL 3733565 (D. Minn. Sept. 20, 2010); *Luiken v. Domino's Pizza, LLC*, No. 09-516, 2010 WL 2545875 (D. Minn. June 21, 2010); *Clincy v. Galardi South Enterprises, Inc.*, No. 1:09-CV-2082-RWS, 2010 WL 966639 (N.D. Ga. March 12, 2010); *Hart v. Rick's Cabaret International, Inc.*, No. 09-3043 JGK-THK (S.D.N.Y. Dec. 17, 2009 (granting FLSA conditional certification) and 2010 WL 5297221 (S.D.N.Y. Dec. 20, 2010 (granting Rule 23 class certification)); *Monroe v. FTS USA, LLC*, 257 F.R.D. 634 (W.D. Tenn. Mar. 17, 2009); *Harlow v. Sprint Nextel Corp.*, 254 F.R.D. 418 (D. Kan. Dec. 10, 2008); *Sibley v. Sprint Nextel Corp.*, 254 F.R.D. 662 (D. Kan. Nov. 24, 2008); *Foster v. Nationwide Mutual Insurance Co.*, No. 08-00020 EAS-TPK (S.D. Ohio April 2, 2008).

7. Attached hereto are true and correct copies of the following exhibits:

Exhibit A: The parties' fully executed Stipulation and Settlement Agreement, with Exhibits 1-5;

Exhibit B: Nichols Kaster's firm resume.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated: October 16, 2013

NICHOLS KASTER, PLLP

/s/Timothy C. Selander

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